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REC'D TN
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OFFICE OF THE
EXECUTIVE SECRETARY

*Also licensed in KY

April 4, 2002

David Waddell
Executive Secretary
Tennessee Regulatory Authority
460 James Robertson Parkway
Nashville, TN 37243-0505

RE: Complaint of KMC Telecom, III, Inc. and KMC Telecom V, Inc. Against United Telephone-Southeast, Inc.; Docket No. 01-00964

Dear Mr. Waddell:

Enclosed please find the a copy of the combined responses of KMC Telecom III, Inc. and KMC Telecom V, Inc. to United Telephone Southeast, Inc.'s first data requests. Copies of the enclosed are being provided to counsel of record. Supporting documents to these responses are being forwarded this date via overnight delivery directly to the TRA and counsel for United Telephone-Southeast.

Thank you for your assistance. If you have questions, please do not hesitate to contact me.

Sincerely,



H. LaDon Baltimore

LDB/dcg
Enclosure

cc: James Wright, Esq.
John McLaughlin, Jr.
Gordon Polozola, Esq.

**BEFORE THE TENNESSEE REGULATORY AUTHORITY
AT NASHVILLE, TENNESSEE**

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IN RE:)
)
COMPLAINT OF KMC TELECOM III,)
INC. AND KMC TELECOM V, INC.)
)
Against)
)
UNITED TELEPHONE)
SOUTHEAST, INC.)

Docket No. 01-00964
EXECUTIVE SECRETARY

**RESPONSES OF KMC TO FIRST SET OF
DISCOVERY REQUESTS OF UNITED TELEPHONE-SOUTHEAST, INC.**

Comes now KMC Telecom Holdings, Inc., KMC Telecom III, Inc. and KMC Telecom V, Inc. (collectively, "KMC") and responds to the First Set of Discovery Requests of United Telephone-Southeast, Inc. ("United" or "Sprint").

GENERAL OBJECTIONS

1. KMC objects to the First Set of Discovery Requests to the extent they seek information or documents that are privileged under the attorney-client privilege, work product, or any other privilege.
2. KMC objects to the First Set of Discovery Requests to the extent they call for a legal conclusion.
3. KMC objects to the First Set of Discovery Requests to the extent they seek information or documents which are contained in public records and/or are as equally accessible or available to Sprint as they are to KMC.

4. KMC objects to the First Set of Discovery Requests to the extent they conflict with the Procedural Schedule agreed to by the parties and approved by the TRA (hereinafter referred to as the "Procedural Schedule").
5. KMC objects to the First Set of Discovery Requests, and the defined terms therein, to the extent they are overly broad and/or unduly burdensome, unlimited in time and scope, vague and ambiguous, and/or seek information that is irrelevant or not calculated or likely to lead to admissible evidence.
6. KMC objects to the First Set of Discovery Requests to the extent they make vague and ambiguous references to specific paragraphs in the Complaint and to the extent they purport to require KMC to respond to anything other than the specific question or request posed in the interrogatory, request for production of documents or request for admission.
7. KMC objects to the Definitions and Instructions contained in the First Set of Discovery Requests to the extent they are overly broad and/or unduly burdensome, vague and ambiguous, and/or impose obligations or duties beyond the permissible scope of the Tennessee Rules of Civil Procedure and the TRA's Rules of Practice and Procedure.

Subject to and reserving the foregoing General Objections and its rights to amend and or supplement these responses should additional information become known or additional documents identified, KMC responds to the First Set of Discovery Requests as follows:

INTERROGATORIES

1. With reference to paragraphs 9 and 10 of the Complaint, please identify the three instances and all known facts and circumstances surrounding the alleged damage to KMC's equipment. Include in your response the name of the former Sprint contractor and each Sprint employee, KMC employee and KMC customer involved in way in any of the matters alleged in paragraphs 9 and 10. In addition to the complained of act, include the date, time and location of each instance.

RESPONSE TO INTERROGATORY NO. 1:

KMC objects to Interrogatory No. 1 as it prematurely calls for the submission of testimony prior to the date agreed to in the Procedural Schedule and approved by the TRA. Subject to such objection and the General Objections set forth above, KMC agrees to produce all documents of which it is currently aware regarding the referenced allegations in the Complaint and will supplement the response if further information is requested by Sprint after KMC files its testimony.

2. With reference to paragraph 11 of the Complaint, identify with specificity each instance by Sprint that KMC is relying on to support its requested finding that Sprint has discriminated against KMC through illegal and anti-competitive behavior. In addition to the complained of act, include the date, time, location and name of all KMC or Sprint employees and customers known by KMC to be involved in each instance.

RESPONSE TO INTERROGATORY NO. 2:

KMC objects to Interrogatory No. 2 as it prematurely calls for the submission of testimony prior to the date agreed to in the Procedural Schedule and approved by the TRA. Subject to such objection and the General Objections set forth above, KMC agrees to produce all documents of which it is currently aware regarding the referenced allegations in the Complaint and will supplement the response if further information is requested by Sprint after KMC files its testimony.

3. With reference to paragraph 15 of the Complaint, identify with specificity each instance by Sprint that KMC is relying on to support its statements (a) that KMC has had service quality problems with Sprint in Tennessee, (b) that Sprint's performance has deteriorated, (c) that Sprint abused its monopoly powers. In addition to the complained of act, include the date, time, location and name of all KMC or Sprint employees and customers known by KMC to be involved in each instance.

RESPONSE TO INTERROGATORY NO. 3:

KMC objects to Interrogatory No. 3 as it prematurely calls for the submission of testimony prior to the date agreed to in the Procedural Schedule and approved by the TRA.

Subject to such objection and the General Objections set forth above, KMC agrees to produce all documents of which it is currently aware regarding the referenced allegations in the Complaint and will supplement the response if further information is requested by Sprint after KMC files its testimony.

4. With reference to paragraph 16 of the Complaint, identify with specificity each instance by Sprint that KMC is relying on to support its statements that Sprint performed "uncoordinated" coordinated cuts, botched translations, missed appointments, premature disconnects, unwanted disconnects. In addition to the complained of act, include the date, time, location and name of all KMC or Sprint employees and customers known by KMC to be involved in each instance.

RESPONSE TO INTERROGATORY NO. 4:

KMC objects to Interrogatory No. 4 as it prematurely calls for the submission of testimony prior to the date agreed to in the Procedural Schedule and approved by the TRA. Subject to such objection and the General Objections set forth above, KMC agrees to produce all documents of which it is currently aware regarding the referenced allegations in the Complaint and will supplement the response if further information is requested by Sprint after KMC files its testimony.

5. With reference to paragraph 16 of the Complaint, identify with specificity each instance by Sprint that KMC is relying on to support its statement that Sprint improperly responded that no facilities were available. In addition to the complained of act, include the date, time, location and name of all KMC or Sprint employees and customers known by KMC to be involved in each instance.

RESPONSE TO INTERROGATORY NO. 5:

KMC objects to Interrogatory No. 5 as it prematurely calls for the submission of testimony prior to the date agreed to in the Procedural Schedule and approved by the TRA. Subject to such objection and the General Objections set forth above, KMC agrees to produce all documents of which it is currently aware regarding the referenced allegations in the Complaint and will supplement the response if further information is requested by Sprint after KMC files its testimony.

6. With reference to paragraph 16 of the Complaint, identify with specificity each instance by Sprint that KMC is relying on to support its statement that Sprint has an inadequate circuit acceptance testing policy, together with a statement of what KMC considers to be inadequate about the policy.

RESPONSE TO INTERROGATORY NO. 6:

KMC objects to Interrogatory No. 6 as it prematurely calls for the submission of testimony prior to the date agreed to in the Procedural Schedule and approved by the TRA. Subject to such objection and the General Objections set forth above, KMC agrees to produce all documents of which it is currently aware regarding the referenced allegations in the Complaint and will supplement the response if further information is requested by Sprint after KMC files its testimony.

7. With reference to paragraph 16 of the Complaint, identify with specificity each instance by Sprint that KMC is relying on to support its statement that Sprint has maintenance and repair problems that include repeat troubles. In addition to the complained of act, include the date, time, location and name of all KMC or Sprint employees and customers known by KMC to be involved in each instance.

RESPONSE TO INTERROGATORY NO. 7:

KMC objects to Interrogatory No. 8 as it prematurely calls for the submission of testimony prior to the date agreed to in the Procedural Schedule and approved by the TRA. Subject to such objections and the General Objections set forth above, KMC agrees to produce all documents of which it is currently aware regarding the referenced allegations in the Complaint and will supplement the response if further information is requested by Sprint after KMC files its testimony.

8. With reference to paragraph 16 of the Complaint, identify with specificity each instance by Sprint that KMC is relying on to support its statement that Sprint has unnecessarily long ordering and provision and maintenance and repair intervals, together with a statement of what period of time was unnecessarily long. In addition to the complained of act, include the date, time, location and name of all KMC or Sprint employees and customers known by KMC to be involved in each instance.

RESPONSE TO INTERROGATORY NO. 8:

KMC objects to Interrogatory No. 8 as it prematurely calls for the submission of testimony prior to the date agreed to in the Procedural Schedule and approved by the TRA. Subject to such objection and the General Objections set forth above, KMC agrees to produce all documents of which it is currently aware regarding the referenced allegations in the Complaint and will supplement the response if further information is requested by Sprint after KMC files its testimony.

9. With reference to paragraph 16 of the Complaint, identify all documents that show KMC's internal training, use or other implementation of Sprint's circuit acceptance testing policies for UNE Loops and Access circuits as provided by Sprint to KMC including policies set forth in the Joint Operations Plan.

RESPONSE TO INTERROGATORY NO. 9:

KMC is not aware any such documents exist, but further responds as follows. In an attempt to comply with Sprint's policies, KMC circulates such policies to its Regional Vice President for Network Operations, SPC Directors, City Directors, Project Planners and Field Technicians. Unfortunately, Sprint often changes its policies without any input from or notice to KMC. KMC did not have any input in the "Joint" Operations Plan, or any changes thereto. In many cases, KMC discovered that Sprint changed a policy only as a result of Sprint informing KMC that it did not accept the circuit on a specific order or upon disconnection of a customer. When Sprint does give notice of a change in policy, KMC Carrier Management circulates such notice to its Regional Vice President for Network Operations, SPC Directors, City Directors, Project Planners and Field Technicians.

10. With reference to paragraph 16 of the Complaint, identify all documents, including those relating to internal training, methods, procedures, use or other implementation acts, that show KMC's efforts to comply with Sprint's coordination cut procedures provided by Sprint to KMC, including procedures set forth in the Joint Operations Plan.

RESPONSE TO INTERROGATORY NO. 10:

KMC is not aware any such documents exist, but further responds as follows. In an attempt to comply with Sprint's procedures, KMC circulates such procedures to its Regional Vice President for Network Operations, SPC Directors, City Directors, Project Planners and Field Technicians. Unfortunately, Sprint often changes its procedures without any input from or notice to KMC. KMC did not have any input in the "Joint" Operations Plan, or any changes thereto. In many cases, KMC discovered that Sprint changed a coordination cut procedure only as a result of a problem on a coordination cut, including but not limited to disconnection of a customer. When Sprint does give notice of a change in procedure, KMC Carrier Management circulates such notice to its Regional Vice President for Network Operations, SPC Directors, City Directors, Project Planners and Field Technicians.

11. With reference to paragraph 17 of the Complaint, identify with specificity each instance by Sprint that KMC is relying on to support its statement that Sprint technicians fail to show up for a scheduled coordinated cut. In addition to the complained of act, include the date, time, location and name of all KMC or Sprint employees and customers known by KMC to be involved in each instance.

RESPONSE TO INTERROGATORY NO. 11:

KMC objects to Interrogatory No. 11 as it prematurely calls for the submission of testimony prior to the date agreed to in the Procedural Schedule and approved by the TRA. Subject to such objection and the General Objections set forth above, KMC agrees to produce all documents of which it is currently aware regarding the referenced allegations in the

Complaint and will supplement the response if further information is requested by Sprint after KMC files its testimony.

12. With reference to paragraph 18 of the Complaint, identify with specificity each instance by Sprint that KMC is relying on to support its statement that Sprint has an excessively long firm order confirmation interval. In addition to the complained of act, include the date, time, location and name of all KMC or Sprint employees and customers known by KMC to be involved in each instance.

RESPONSE TO INTERROGATORY NO. 12:

KMC objects to Interrogatory No. 12 as it prematurely calls for the submission of testimony prior to the date agreed to in the Procedural Schedule and approved by the TRA. Subject to such objection and the General Objections set forth above, KMC agrees to produce all documents of which it is currently aware regarding the referenced allegations in the Complaint and will supplement the response if further information is requested by Sprint after KMC files its testimony.

13. With reference to paragraph 18 of the Complaint, identify all KMC documents, including those relating to methods, procedures and training, that show KMC's efforts to comply with the Number Portability Administration Center's standards for porting telephone numbers between ILECs and CLECs.

See attached documents.

14. With reference to paragraph 19 of the Complaint, identify with specificity each instance by Sprint that KMC is relying on to support its statement that Sprint performed a translation error that resulted in lost customers and revenue for KMC. In addition to the complained of act, include the date, time, location and name of all KMC or Sprint employees and customers known by KMC to be involved in each instance.

RESPONSE TO INTERROGATORY NO. 14:

KMC objects to Interrogatory No. 14 as it prematurely calls for the submission of testimony prior to the date agreed to in the Procedural Schedule and approved by the TRA. Subject to such objection and the General Objections set forth above, KMC agrees to produce all documents of which it is currently aware regarding the referenced allegations in the Complaint and will supplement the response if further information is requested by Sprint after KMC files its testimony.

15. With reference to paragraph 20 of the Complaint, identify with specificity each instance by Sprint that KMC is relying on to support its statement that Sprint service problems resulted in lost customers for KMC. In addition to the complained of act, include the date,

time, location and name of all KMC or Sprint employees and customers known by KMC to be involved in each instance.

RESPONSE TO INTERROGATORY NO. 15:

KMC objects to Interrogatory No. 15 as it prematurely calls for the submission of testimony prior to the date agreed to in the Procedural Schedule and approved by the TRA. Subject to such objection and the General Objections set forth above, KMC agrees to produce all documents of which it is currently aware regarding the referenced allegations in the Complaint and will supplement the response if further information is requested by Sprint after KMC files its testimony.

16. With reference to paragraph 21 of the Complaint, identify with specificity each instance by Sprint that KMC is relying on to support its statement that inadequately trained Sprint technicians resulted in poor service to KMC. In addition to the complained of act, include the date, time, location and name of all KMC or Sprint employees and customers known by KMC to be involved in each instance.

RESPONSE TO INTERROGATORY NO. 16:

KMC objects to Interrogatory No. 16 as it prematurely calls for the submission of testimony prior to the date agreed to in the Procedural Schedule and approved by the TRA. Subject to such objection and the General Objections set forth above, KMC agrees to produce all documents of which it is currently aware regarding the referenced allegations in the Complaint and will supplement the response if further information is requested by Sprint after KMC files its testimony.

17. With reference to paragraph 21 of the Complaint, identify with specificity each instance by Sprint that KMC is relying on to support its statement that lack of following procedures by Sprint technicians resulted in poor service to KMC. In addition to the complained of act, include the date, time, location and name of all KMC or Sprint employees and customers known by KMC to be involved.

RESPONSE TO INTERROGATORY NO. 17:

KMC objects to Interrogatory No. 17 as it prematurely calls for the submission of testimony prior to the date agreed to in the Procedural Schedule and approved by the TRA. Subject to such objections and the General Objections set forth above, KMC agrees to produce all documents of which it is currently aware regarding the referenced allegations in the Complaint and will supplement the response if further information is requested by Sprint after KMC files its testimony.

18. With reference to paragraph 21 of the Complaint, identify with specificity each instance by Sprint that KMC is relying on to support its statement that Sprint technicians make

inaccurate and anti-competitive statements to customers. In addition to the complained of act, include the date, time, location and name of all KMC or Sprint employees and customers known by KMC to be involved in each instance.

RESPONSE TO INTERROGATORY NO. 18:

KMC objects to Interrogatory No. 18 as it prematurely calls for the submission of testimony prior to the date agreed to in the Procedural Schedule and approved by the TRA. Subject to such objections and the General Objections set forth above, KMC agrees to produce all documents of which it is currently aware regarding the referenced allegations in the Complaint and will supplement the response if further information is requested by Sprint after KMC files its testimony.

19. With reference to paragraph 21 of the Complaint, identify with specificity each instance by Sprint that KMC is relying on to support its statement that Sprint assigns its best technicians to serve its own customers. In addition to the complained of act, include the date, time, location and name of all KMC or Sprint employees and customers known by KMC to be involved in each instance.

RESPONSE TO INTERROGATORY NO. 19:

KMC objects to Interrogatory No. 19 as it prematurely calls for the submission of testimony prior to the date agreed to in the Procedural Schedule and approved by the TRA. Subject to such objections and the General Objections set forth above, KMC agrees to produce all documents of which it is currently aware regarding the referenced allegations in the Complaint and will supplement the response if further information is requested by Sprint after KMC files its testimony.

20. With reference to paragraph 21 of the Complaint, identify with specificity each instance by Sprint that KMC is relying on to support its statement that Sprint assigns its less experienced technicians to serve KMC's customers. In addition to the complained of act, include the date, time, location and name of all KMC or Sprint employees and customers known by KMC to be involved.

RESPONSE TO INTERROGATORY NO. 20:

KMC objects to Interrogatory No. 20 as it prematurely calls for the submission of testimony prior to the date agreed to in the Procedural Schedule and approved by the TRA. Subject to such objections and the General Objections set forth above, KMC agrees to produce all documents of which it is currently aware regarding the referenced allegations in the Complaint and will supplement the response if further information is requested by Sprint after KMC files its testimony.

21. With reference to paragraph 22 of the Complaint, identify with specificity each instance by Sprint that KMC is relying on to support its statement that Sprint prematurely disconnected KMC's customers. Include the date, time, location and name of all KMC or Sprint employees and customers known by KMC to be involved. With respect to B&C Computing, provide the name and telephone number and address of a person at B&C Computing who is knowledgeable about the instance.

RESPONSE TO INTERROGATORY NO. 21:

KMC objects to Interrogatory No. 21 as it prematurely calls for the submission of testimony prior to the date agreed to in the Procedural Schedule and approved by the TRA. Subject to such objections and the General Objections set forth above, KMC agrees to produce all documents of which it is currently aware regarding the referenced allegations in the Complaint and will supplement the response if further information is requested by Sprint after KMC files its testimony.

22. With reference to paragraph 23 of the Complaint, identify with specificity each instance by Sprint that KMC is relying on to support its statement that KMC can and will provide documentation on numerous accounts of Sprint's flagrant violations of the Act. In addition to the complained of act, include the date, time, location and name of all KMC or Sprint employees and customers known by KMC to be involved in each instance.

RESPONSE TO INTERROGATORY NO. 22:

KMC objects to Interrogatory No. 22 as it prematurely calls for the submission of testimony prior to the date agreed to in the Procedural Schedule and approved by the TRA. Subject to such objections and the General Objections set forth above, KMC agrees to produce all documents of which it is currently aware regarding the referenced allegations in the Complaint and will supplement the response if further information is requested by Sprint after KMC files its testimony.

23. With reference to paragraph 24 of the Complaint, identify all KMC documents, including those relating to methods, procedures and training, that show KMC's efforts to ensure that prior to submitting a trouble report to Sprint, KMC ensures that the cause of trouble is not on KMC's network.

RESPONSE TO INTERROGATORY NO. 23:

KMC is not aware any such documents exist, but further responds as follows. For trouble reports relating to a customer's telephone line, KMC dispatches a field technician to the location of the customer and to the KMC collocation to perform a test on the line. If, after such tests are performed, the trouble is not on KMC's network, KMC submits a trouble report to Sprint. For problems relating to making or receiving calls, KMC checks the translations in its switch to determine whether any software errors are causing the problem. KMC also contacts

with its SS7 Group (managed by Sprint) to perform a trace so as to determine whether calls are leaving the Group's office. If these procedures do not reveal the source of the problem, KMC submits a trouble report to Sprint.

24. With reference to paragraph 24 of the Complaint, identify all KMC documents, including those relating to methods, procedures and training, that show KMC's efforts to ensure that proper battery voltages are established on UNE loops provided by Sprint.

RESPONSE TO INTERROGATORY NO. 24:

KMC is not aware any such documents exist, but further responds as follows. To ensure proper battery voltages, KMC tests the sites when its collocation is brought into service and, thereafter, as necessary from time to time when problems arise. KMC tests the battery voltage level prior to sending a trouble ticket to Sprint.

25. With reference to paragraph 24 of the Complaint, identify all documents provided to third parties that indicate trouble experienced by a KMC customer as being attributed to Sprint.

RESPONSE TO INTERROGATORY NO. 25:

KMC objects to Interrogatory No. 25 as vague and ambiguous such that KMC is incapable of forming a response thereto.

26. With reference to paragraph 24 of the Complaint, explain what KMC means by a "no dial tone" trouble report and a "level type" trouble report.

RESPONSE TO INTERROGATORY NO. 26:

A trouble report of "no dial tone" means that the KMC customer is experiencing "no dial tone" on its line. A "level type" trouble report is when a KMC customer is experiencing too low or too high a volume on its line. In some instances when KMC has reported a "level type" trouble report, Sprint technicians report as to whether the customer has dial tone, which was not the subject of the trouble, and because the customer has dial tone indicates a "no trouble found" on the line. In other cases where KMC has reported "no dial tone," Sprint technicians inspect the cable pair, not checking the dial tone, and then reporting "no trouble found."

27. With reference to paragraph 24 of the Complaint, identify with specificity each instance by Sprint that KMC is relying on to support its statement that Sprint reports an unusually high number of troubles. In addition to the complained of act, include the date, time, location and name of all KMC or Sprint employees and customers known by KMC to be involved in each instance.

RESPONSE TO INTERROGATORY NO. 27:

KMC objects to Interrogatory No. 27 as it prematurely calls for the submission of testimony prior to the date agreed to in the Procedural Schedule and approved by the TRA. Subject to such objections and the General Objections set forth above, KMC agrees to produce all documents of which it is currently aware regarding the referenced allegations in the Complaint and will supplement the response if further information is requested by Sprint after KMC files its testimony.

28. With reference to paragraph 24 of the Complaint, identify with specificity each instance by Sprint that KMC is relying on to support its statement that Sprint did inaccurate troubling shooting. In addition to the complained of act, include the date, time, location and name of all KMC or Sprint employees and customers known by KMC to be involved in each instance.

RESPONSE TO INTERROGATORY NO. 28:

KMC objects to Interrogatory No. 28 as it prematurely calls for the submission of testimony prior to the date agreed to in the Procedural Schedule and approved by the TRA. Subject to such objections and the General Objections set forth above, KMC agrees to produce all documents of which it is currently aware regarding the referenced allegations in the Complaint and will supplement the response if further information is requested by Sprint after KMC files its testimony.

29. With reference to paragraph 25 of the Complaint, identify with specificity each instance by Sprint that KMC is relying on to support its statement that Sprint inadequately closed trouble tickets. In addition to the complained of act, include the date, time, location and name of all KMC or Sprint employees and customers known by KMC to be involved in each instance.

RESPONSE TO INTERROGATORY NO. 29:

KMC objects to Interrogatory No. 29 as it prematurely calls for the submission of testimony prior to the date agreed to in the Procedural Schedule and approved by the TRA. Subject to such objections and the General Objections set forth above, KMC agrees to produce all documents of which it is currently aware regarding the referenced allegations in the Complaint and will supplement the response if further information is requested by Sprint after KMC files its testimony.

30. With reference to paragraph 29 of the Complaint, identify with specificity each instance by Sprint that KMC is relying on to support its statement that Sprint improperly rejected KMC orders on the basis of no facilities. In addition to the complained of act, include the date, time, location and name of all KMC or Sprint employees and customers known by KMC to be involved in each instance.

RESPONSE TO INTERROGATORY NO. 30:

KMC objects to Interrogatory No. 30 as it prematurely calls for the submission of testimony prior to the date agreed to in the Procedural Schedule and approved by the TRA. Subject to such objections and the General Objections set forth above, KMC agrees to produce all documents of which it is currently aware regarding the referenced allegations in the Complaint and will supplement the response if further information is requested by Sprint after KMC files its testimony.

31. With reference to paragraph 30 of the Complaint, identify the Sprint representative who stated that "KMC customers' local service orders are 'denied forever'."

RESPONSE TO INTERROGATORY NO. 31:

Cathy Lail, Sprint Account Manager, stated that once a KMC order is placed into pending facilities status or is denied for lack of facilities, the order is "denied forever."

32. With reference to paragraph 30 of the Complaint, identify with specificity each instance by Sprint that KMC is relying on to support its statement that Sprint employees indicated that Sprint would never provision the necessary facilities to provide service to those KMC customers. In addition to the complained of act, include the date, time, location and name of all KMC or Sprint employees and customers known by KMC to be involved in each instance.

RESPONSE TO INTERROGATORY NO. 32:

KMC objects to Interrogatory No. 32 as it prematurely calls for the submission of testimony prior to the date agreed to in the Procedural Schedule and approved by the TRA. Subject to such objections and the General Objections set forth above, KMC agrees to produce all documents of which it is currently aware regarding the referenced allegations in the Complaint and will supplement the response if further information is requested by Sprint after KMC files its testimony.

33. With reference to paragraph 30 of the Complaint, identify each of the "growing number of ILECs" who use "no facilities available" as an excuse to not provide UNE loops.

RESPONSE TO INTERROGATORY NO. 33:

KMC objects to Interrogatory No. 33 as it prematurely calls for the submission of testimony prior to the date agreed to in the Procedural Schedule and approved by the TRA. Subject to such objections and the General Objections set forth above, KMC agrees to produce all documents of which it is currently aware regarding the referenced allegations in the

Complaint and will supplement the response if further information is requested by Sprint after KMC files its testimony.

34. With reference to paragraph 30 of the Complaint, identify with specificity each instance by Sprint that KMC is relying on to support its statement that Sprint favors its retail customers at KMC's expense. In addition to the complained of act, include the date, time, location and name of all KMC or Sprint employees and customers known by KMC to be involved in each instance.

RESPONSE TO INTERROGATORY NO. 34:

KMC objects to Interrogatory No. 34 as it prematurely calls for the submission of testimony prior to the date agreed to in the Procedural Schedule and approved by the TRA. Subject to such objections and the General Objections set forth above, KMC agrees to produce all documents of which it is currently aware regarding the referenced allegations in the Complaint and will supplement the response if further information is requested by Sprint after KMC files its testimony.

35. With reference to paragraph 31 of the Complaint, identify with specificity each instance by Sprint that KMC is relying on to support its request that Sprint truthfully disclose where IDLC is deployed in its network. In addition to the complained of act, include the date, time, location and name of all KMC or Sprint employees and customers known by KMC to be involved in each instance.

RESPONSE TO INTERROGATORY NO. 35:

KMC objects to Interrogatory No. 35 as vague and ambiguous such that KMC is incapable of forming a response thereto.

36. With reference to paragraph 31 of the Complaint, sub items (2) and (3) impliedly allege that Sprint did not truthfully disclose where IDLC is deployed in its network and failed to provide UNEs to KMC in a non-discriminatory manner. Identify with specificity each instance by Sprint that KMC is relying on to support such allegations. In addition to the complained of act, include the date, time, location and name of all KMC or Sprint employees and customers known by KMC to be involved in each instance.

RESPONSE TO INTERROGATORY NO. 36:

KMC objects to Interrogatory No. 36 as it prematurely calls for the submission of testimony prior to the date agreed to in the Procedural Schedule and approved by the TRA. Subject to such objections and the General Objections set forth above, KMC agrees to produce all documents of which it is currently aware regarding the referenced allegations in the Complaint and will supplement the response if further information is requested by Sprint after KMC files its testimony.

37. With reference to paragraph 32 of the Complaint, identify with specificity each instance by Sprint that KMC is relying on to support its statement that Sprint failed to respond in a reasonable and timely manner regarding troubles or provisioning. In addition to the complained of act, include the date, time, location and name of all KMC or Sprint employees and customers known by KMC to be involved in each instance.

RESPONSE TO INTERROGATORY NO. 37:

KMC objects to Interrogatory No. 37 as it prematurely calls for the submission of testimony prior to the date agreed to in the Procedural Schedule and approved by the TRA. Subject to such objections and the General Objections set forth above, KMC agrees to produce all documents of which it is currently aware regarding the referenced allegations in the Complaint and will supplement the response if further information is requested by Sprint after KMC files its testimony.

38. With reference to paragraph 33 of the Complaint, identify with specificity each instance by Sprint that KMC is relying on to support its statement that Sprint violated the Act, the Interconnection Agreement and the Tennessee Code Annotated through other acts as may be proven later. In addition to the complained of act, include the date, time, location and name of all KMC or Sprint employees and customers known by KMC to be involved in each instance.

RESPONSE TO INTERROGATORY NO. 38:

KMC objects to Interrogatory No. 38 as it prematurely calls for the submission of testimony prior to the date agreed to in the Procedural Schedule and approved by the TRA. Subject to such objections and the General Objections set forth above, KMC agrees to produce all documents of which it is currently aware regarding the referenced allegations in the Complaint and will supplement the response if further information is requested by Sprint after KMC files its testimony.

39. With reference to paragraph 68 of the Complaint, identify with specificity each instance by Sprint that KMC is relying on to support its statement that Sprint disparaged KMC to its current of prospective customers. In addition to the complained of act, include the date, time, location and name of all KMC or Sprint employees and customers known by KMC to be involved in each instance.

RESPONSE TO INTERROGATORY NO. 39:

KMC objects to Interrogatory No. 39 as it prematurely calls for the submission of testimony prior to the date agreed to in the Procedural Schedule and approved by the TRA. Subject to such objections and the General Objections set forth above, KMC agrees to produce all documents of which it is currently aware regarding the referenced allegations in the

Complaint and will supplement the response if further information is requested by Sprint after KMC files its testimony.

40. With reference to paragraph 69 of the Complaint, identify with specificity each instance by Sprint that KMC is relying on to support its statement that Sprint slandered KMC to its current of prospective customers. In addition to the complained of act, include the date, time, location and name of all KMC or Sprint employees and customers known by KMC to be involved in each instance.

RESPONSE TO INTERROGATORY NO. 40:

KMC objects to Interrogatory No. 40 as it prematurely calls for the submission of testimony prior to the date agreed to in the Procedural Schedule and approved by the TRA. Subject to such objections and the General Objections set forth above, KMC agrees to produce all documents of which it is currently aware regarding the referenced allegations in the Complaint and will supplement the response if further information is requested by Sprint after KMC files its testimony.

41. With reference to paragraph 71 of the Complaint, identify by name and title each KMC officer located in the Tri-Cities area.

RESPONSE TO INTERROGATORY NO. 41:

Sandi Milam, KMC City Director, Jerry James, KMC Operation Supervisor, Timothy Wood, KMC Project Planner, and Christopher Garland, KMC Customer Service Representative, are all located in the Tri-Cities area such that in the interest of justice and prevention of extensive travel and expense, KMC believes the hearing of this matter should be held in Johnson City.

42. With reference to paragraph 71 of the Complaint, identify by name and title each Sprint officer located in the Tri-Cities area.

RESPONSE TO INTERROGATORY NO. 42:

Bob Street, Customer Service Manager, Mark Hissong, Customer Service Supervisor, Lottie Ryans, Director of Customer Service, Joe Tucker, Outside Plant Manager, and Sprint Technicians known as "John," "Moody," and "Buckwheat," are located in the Tri-Cities area such that in the interest of justice and prevention of extension travel and expense, KMC believes the hearing in this matter should be held in Johnson City.

43. With reference to paragraph 71 of the Complaint, identify by name and address each KMC witness located in the Tri-Cities area.

RESPONSE TO INTERROGATORY NO. 43:

KMC objects to Interrogatory No. 43 as it prematurely calls for the submission and/or exchange of witness information prior to the date required under the Procedural Schedule agreed to and approved by the TRA.

44. Identify all persons participating in the preparation of the answers to these Requests or supplying information used in connection therewith.

RESPONSE TO INTERROGATORY NO. 44:

Tina General and Sandi Milam, with assistance from counsel.

45. Please identify any and all experts (including but not limited to, employees or Representatives of KMC) that you expect to call at the hearing in this matter, and with respect to each expert, please state the following:
- areas of specialty;
 - subject matter upon which he or she is expected to testify;
 - substance of the facts and opinions to which he or she is expected to testify;
 - summary of the grounds for each such opinion; and
 - whether any such person has prepared or provided to you a written or recorded statement or report concerning his or her investigation and, if so, the name and address of all persons who have a copy of such report or statement.

RESPONSE TO INTERROGATORY NO. 45:

KMC objects to Interrogatory No. 45 as it prematurely calls for the submission and/or exchange of expert witness information prior to the date required under the Procedural Schedule agreed to and approved by the TRA.

REQUEST FOR PRODUCTION OF DOCUMENTS

PLEASE RESPOND TO ALL REQUESTS USING THE DEFINITIONS AND INSTRUCTIONS GIVEN ABOVE

1. Produce any and all documents you relied on to provide a response to any Interrogatory or to answer any Request for Admissions. (See Instructions).

RESPONSE TO REQUEST FOR PRODUCTION OF DOCUMENTS NO. 1:

Subject to the General Objections stated above, see attached.

2. Produce any and all documents you relied on to prepare the Complaint.

RESPONSE TO REQUEST FOR PRODUCTION OF DOCUMENTS NO. 2:

Subject to the General Objections stated above, see attached.

3. With reference to paragraph 16 of the Complaint, provide any written circuit acceptance testing policy KMC proposed to Sprint.

RESPONSE TO REQUEST FOR PRODUCTION OF DOCUMENTS NO. 3:

KMC is not aware any such document exists, but further responds as follows. KMC states that it had several meetings with Sprint in an attempt to resolve what was a continuous problem resulting from Sprint's circuit acceptance testing policy. KMC proposed verbally in at least one of these meetings that Sprint should perform tests prior to turning up the circuit. Sprint's Customer Service Manager, Bob Street, reported that Sprint tests for its retail customers and, therefore, believed KMC's proposal to be reasonable.

4. Provide the initial and any revised responses to all formal or informal interrogatories or requests for production of documents, admissions or other data requests or other discovery made by the Staff of the TRA or any party to this proceeding to you when you provide that response to the requesting party. If you have already provided a response to a requesting party, please provide a copy of that response to United as a part of your response to this Request.

RESPONSE TO REQUEST FOR PRODUCTION OF DOCUMENTS NO. 4:

None.

REQUEST FOR ADMISSIONS

PLEASE RESPOND TO ALL REQUESTS USING THE DEFINITIONS AND INSTRUCTIONS GIVEN ABOVE

1. Reference Paragraph 3 of Complaint. Admit or deny that United has held numerous telephone and person-to-person meetings with KMC for the purpose of discussing issues raised by KMC.

RESPONSE TO REQUEST FOR ADMISSIONS NO. 1

KMC specifically incorporates General Objection No. 6 set forth above. Subject to such objection and the other General Objections, KMC admits that it has held numerous telephone and person-to-person meetings with United for the purpose of discussing issues raised by KMC in its Complaint, but only after prolonged and repeated attempts by KMC to have United engage in such meetings. Further, United fails to respond on many action items generated as a result of such meetings. Moreover, even when United has provided a response on action items,

it fails to address the root cause of the problem, instead addressing only the problems resulting from the root cause.

2. Reference Paragraphs 4, 19, 20 of Complaint. Admit or deny that KMC operated at a profit with respect to its CLEC operations in United's territory in Tennessee for the year 2000.

RESPONSE TO REQUEST FOR ADMISSIONS NO. 2

KMC specifically incorporates General Objection No. 6 set forth above. KMC further objects to this Request on the grounds that it seeks information that is irrelevant or not calculated or likely to lead to admissible evidence.

3. Reference Paragraphs 4, 19, 20 of Complaint. Admit or deny that KMC operated at a profit with respect to its CLEC operations in United's territory in Tennessee for the year 2001.

RESPONSE TO REQUEST FOR ADMISSIONS NO. 3

KMC specifically incorporates General Objection No. 6 set forth above. KMC further objects to this Request on the grounds that it seeks information that is irrelevant or not calculated or likely to lead to admissible evidence.

4. Reference Paragraphs 4, 19, 20 of Complaint. Admit or deny that KMC is operating at a profit with respect to its CLEC operations in United's territory in Tennessee for the year 2002.

RESPONSE TO REQUEST FOR ADMISSIONS NO. 4

KMC specifically incorporates General Objection No. 6 set forth above. KMC further objects to this Request on the grounds that it seeks information that is irrelevant or not calculated or likely to lead to admissible evidence.

5. Reference Paragraphs 10 and 11 of Complaint. Admit or deny that KMC did order cageless collocation from Sprint.

RESPONSE TO REQUEST FOR ADMISSIONS NO. 5

KMC specifically incorporates General Objection No. 6 set forth above. Subject to such objection and the other General Objections, KMC ordered "physical" collocation from Sprint in Tennessee with the understanding that Sprint would provide a secure location for KMC's equipment. KMC admits that it has cageless collocations with Sprint in Tennessee.

6. Reference Paragraph 23 of Complaint. Admit or deny that Sprint has a different circuit acceptance policy for UNEs compared to access services.

RESPONSE TO REQUEST FOR ADMISSIONS NO. 6

KMC specifically incorporates General Objection No. 6 set forth above. Subject to such objection and the other General Objections, KMC admits that Sprint has a different circuit acceptance policy for UNEs compared to access services.

7. Reference Paragraph 27 of Complaint. Admit or deny that an authorized representative of KMC signed a non-disclosure agreement on March 13, 2001 requesting access to Sprint's parity reporting information.

RESPONSE TO REQUEST FOR ADMISSIONS NO. 7

KMC specifically incorporates General Objection No. 6 set forth above. Subject to such objection and the other General Objections, KMC admits that it signed a non-disclosure agreement on March 13, 2001 after a prolonged attempt to obtain such agreement, starting October 5, 2000. Still, KMC's first access to Sprint's parity reporting information was not until June, 2001.

8. Reference Paragraph 27 of Complaint. Admit or deny that KMC has accessed Sprint's performance data web site.

RESPONSE TO REQUEST FOR ADMISSIONS NO. 8

KMC specifically incorporates General Objection No. 6 set forth above. Subject to such objection and the other General Objections, KMC admits that it has accessed Sprint's performance data website revealing Sprint-crafted performance metrics that fail to provide the necessary information to KMC to determine whether it is receiving parity service.

9. Reference Paragraph 45 of Complaint. Admit or deny that in response to a KMC bona fide request, Sprint proposed to KMC an alternative arrangement to Sprint's IDLC network consistent with rules of the FCC.

RESPONSE TO REQUEST FOR ADMISSIONS NO. 9

KMC specifically incorporates General Objection No. 6 set forth above. KMC also incorporates General Objection No. 2 set forth above as the Request calls for a legal conclusion as to whether Sprint's proposed alternative arrangement is consistent with the rules of the FCC. Subject to such objections and the other General Objections set forth above, KMC admits that Sprint proposed to KMC an alternative arrangement to Sprint's IDLC Network that required enormous capital expenditures, making such alternative economically infeasible.

10. Reference Paragraphs 53 through 61 of Complaint. Admit or deny that KMC voluntarily entered into an interconnection agreement with United that contained rates for numerous services.

RESPONSE TO REQUEST FOR ADMISSIONS NO. 10

KMC specifically incorporates General Objection No. 6 set forth above. Subject to such objection and the other General Objections, KMC admits that it opted-in to an interconnection agreement with Sprint containing rates for numerous services; however, such rates are not based upon an Authority or Commission proceeding to ensure Sprint's rates are TELRIC compliant.

11. Reference paragraphs 55 through 61. Admit or deny that Sprint has provided to KMC information showing the location of IDLC devices on Sprint's network.

RESPONSE TO REQUEST FOR ADMISSIONS NO. 11

KMC specifically incorporates General Objection No. 6 set forth above. Subject to such objection and the other General Objections, KMC admits that Sprint provided information consisting of a data dump for the City of Bristol only that supposedly contained the location of IDLC devices on Sprint's network and that was not in a form that could be formatted or that was useful for its purpose.

12. Reference paragraphs 55 through 61. Admit or deny that Sprint has provided to KMC a BFR response quoting rates for pricing sub-loops.

RESPONSE TO REQUEST FOR ADMISSIONS NO. 12

KMC specifically incorporates General Objection No. 6 set forth above. Subject to such objection and the other General Objections, KMC admits that, after a lengthy period of time, Sprint has provided a BFR response quoting cost-prohibitive rates for sub-loops.

Submitted by:



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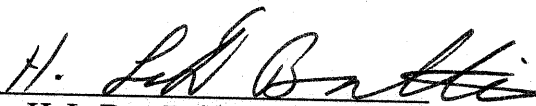
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CERTIFICATE OF SERVICE

The undersigned hereby certifies that a true and correct copy of the foregoing has been served on the following by electronic and overnight mail this 4th day of April, 2002.

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H. LaDon Baltimore